

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

IN THE LAKE SUPERIOR COURT
CIVIL DIVISION, ROOM FIVE
HAMMOND, INDIANA

Filed in Open Court

SEP 20 2010

Thomas R. Phelps
CLERK LAKE SUPERIOR COURT

STATE OF INDIANA,

v.
Plaintiff,

CAUSE NO. 45D05-0406-PL-112

DAVID E. YOUNG, Sr.,
DAVID E. YOUNG, Jr., and
QUILLA J. YOUNG,

Defendants.

CONSENT JUDGMENT AGAINST
THE DEFENDANT, DAVID E. YOUNG, JR., ONLY

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Defendant, David E. Young, Jr., hereby agree to entry of a Consent Judgment without trial or adjudication of any issue of fact or law herein.

The parties believe it is in their best interest to resolve the issues raised by the State of Indiana and avoid further litigation. This Consent Judgment does not constitute an admission by the Defendant, David E. Young, Jr., of any wrongdoing, nor shall it be construed as an abandonment by the Attorney General of his position the Defendant, David E. Young, Jr., violated Indiana's Deceptive Consumer Sales Act. The Defendant, David E. Young, Jr., consents to entry of a final judgment in this proceeding by the Court and accept this Consent Judgment as final on the issues resolved herein.

JURISDICTION AND SCOPE OF JUDGMENT

1. This Court has jurisdiction and venue over the subject matter of this action and the parties hereto.

2. The State of Indiana's Amended Complaint for Injunction, Restitution, Costs, and Civil Penalties ("Amended Complaint") states a cause of action pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*

3. In the Amended Complaint, it is alleged the Defendant, David E. Young, Jr., has engaged in the sale of goods via the Internet from his home in Lake County, Indiana.

RELIEF ORDERED

4. The Defendant, David E. Young, Jr., is permanently enjoined from engaging in the following acts and making, causing to be made, or permitting to be made, in or on his behalf, the following representations:

- a. representing, expressly or by implication, the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should know it does not have;
- b. representing, expressly or by implication, such consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if the Defendant knows or reasonably should know the representation is false;

- c. representing expressly or by implication the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know he cannot; and
- d. representing expressly or by implication a consumer will be able to purchase the subject of a consumer transaction as advertised by the Defendant, if the Defendant does not intend to sell it.

5. The contracts previously alleged to have been entered into by the Defendant, David E. Young, Jr., via the Internet, with consumers who neither received their item, nor a refund from David E. Young, Jr., including Perry Lu, Susan Foster, Tory Smith, Sean Hulin, Steven Chun, and Eric Calhoun, are cancelled pursuant to Ind. Code §24-5-0.5-4(d).

6. The Defendant shall pay consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), in the amount of Seven Thousand Eight and 95/100 Dollars (\$7,008.95), payable to the Office of the Attorney General for allocation and distribution to the following consumers in the following amounts for and in full payment of the claims alleged in the Plaintiff's Amended Complaint:

a. Perry Lu of Mississauga, Ontario, Canada	\$ 1,830.00
b. Susan Foster of Vacaville, California	\$ 1,639.00
c. Tory Smith of Arlington, Texas	\$ 1,400.00
d. Steven Chun of Vancouver, British Columbia	\$ 244.95
e. Eric Calhoun of Centreville, Illinois	\$ 1,895.00
TOTAL:	\$ 7,008.95

7. Pursuant to Ind. Code § 24-5-0.5-4(c)(3), the Defendant, David E. Young, Jr., shall pay the Office of the Attorney General the amount of Two Thousand Nine Hundred Ninety-One and 05/100 Dollars (\$2,991.05), representing the Plaintiff's costs of,

investigating, and prosecuting this action and for and in full settlement of the claims alleged in Plaintiff's Amended Complaint.

8. A total monetary judgment in the amount of Ten Thousand Dollars (\$10,000.00) shall therefore be entered in favor of the State of Indiana and against the Defendant, David E. Young, Jr.

9. The Defendant, David E. Young, Jr., shall not engage in the sale of goods via the Internet, until the monetary provisions of this judgment are fully satisfied. Furthermore, the Defendant, David E. Young, Jr., shall not resume business as an individual, owner, principal, or investor in any subsequent business or corporation engaged in the sale of goods via the Internet until the monetary provisions of this judgment are fully satisfied.

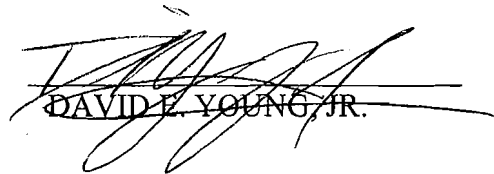
10. The Plaintiff and the Defendant, David E. Young, Jr., expressly acknowledge that this Consent Judgment Against David E. Young, Jr. Only is entered into by way of compromise and settlement only, and that it is not, and shall not, be held or deemed to be an admission of any liability by David E. Young, Jr., his heirs, representatives, executors, administrators, and assigns. Rather, the parties and signatories hereto acknowledge and agree that they enter into this Consent Judgment Against the Defendant, David E. Young, Jr. Only in order to resolve all claims related to, and or concerning, the aforesaid litigation.

11. The Plaintiff, the State of Indiana, and its attorneys, the Office of the Attorney General, for and in consideration of the settlement proceeds described above, and the mutual agreements and covenants stated herein, with the intent of binding itself, its agents, and assigns, has knowingly and voluntarily and does by this instrument, hereby forever release, acquit, and discharge David E. Young, Jr., his heirs, representatives, executors, administrators, and assigns of and from any and all debts, demands, claims,

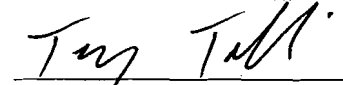
13. The parties, the Plaintiff, the State of Indiana, by its attorneys, the Office of the Attorney General, State of Indiana, and the Defendant, David E. Young, Jr., agree that this agreement constitutes a final written expression of all of the terms of this Consent Judgment Against the Defendant, David E. Young, Jr., Only, and is a complete and exclusive statement of those terms, and any and all representations, promises, warranties, or statements which are different in any way from the terms of this Consent Judgment Against the Defendant, David E. Young, Jr., Only shall be of no force or effect.

IN WITNESS WHEREOF, the parties have executed this Consent Judgment this
14 day of September, 2005.

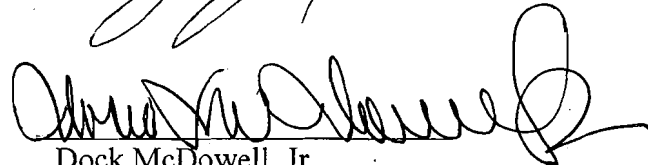
STATE OF INDIANA
STEVE CARTER
Indiana Attorney General


DAVID E. YOUNG, JR.


by:


Terry Tolliver
Deputy Attorney General
Attorney No. 22556-49

Approved:


Dock McDowell, Jr.
Counsel for the Defendant

ALL OF WHICH IS APPROVED, ORDERED, ADJUDGED, AND DECREED this
_____ day of _____, 2005.


Judge, Lake Superior Court

Distribution:

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